



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460**

**OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION**

May 1, 2015

Sherry Hutcheson
Regulatory Affairs Manager
United Phosphorous, Inc.
630 Freedom Business Center, Suite 402
King of Prussia, PA 19406

Subject: Label Amendment – Deletion of turf and antimicrobial uses for paints, plastics, coatings, and adhesives, per FR Notice published 10/17/2014
Product Name: UPI Captan Technical
EPA Registration Number: 70506-297
Application Date: 8/25/2014
Decision Number: 495528

Dear Ms. Hutcheson:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

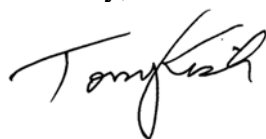
Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance

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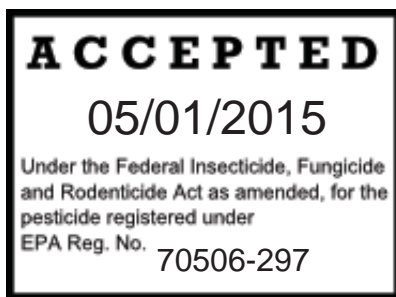
with FIFRA section 6. If you have any questions, please contact Lindsay Roe by phone at 703-347-0506, or via email at roe.lindsay@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Kish". The signature is fluid and cursive, with the first name "Tony" and last name "Kish" clearly distinguishable.

Tony Kish, Product Manager 22
Fungicide Branch
Registration Division (7505P)
Office of Pesticide Programs

Enclosure



UPI Captan Technical Draft Label
Deletion of antimicrobial uses and turf- clean
April 30, 2015

UPI Captan Technical
For Manufacturing or Formulation Purposes Only

ACTIVE INGREDIENTS:

Captan* 95.61%
Related Derivatives 0.16%

OTHER INGREDIENTS: 4.23%

TOTAL: 100.00%

*N-trichloromethylthio-4-cyclohexene-1,2-dicarboximide

KEEP OUT OF THE REACH OF CHILDREN
WARNING/AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

FIRST AID	
IF IN EYES	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.• Call a poison control center or doctor for treatment advice.
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.
IF INHALED:	<ul style="list-style-type: none">• Move person to fresh air.• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.• Call a poison control center or doctor for further treatment advice.
EMERGENCY TELEPHONE NUMBERS Have the product container or label with you when calling a poison control center, doctor, or going for treatment. For medical emergency treatment information, call 1-866-673-6671 (Rocky Mountain Poison Control). For chemical emergency: Spill, leak, fire, exposure, and accident call CHEMTREC 1-800-424-9300.	

NET CONTENTS: _____ Lbs. (or Kg)

United Phosphorus, Inc.
630 Freedom Business Center, Suite 402
King of Prussia, PA 19406

EPA Reg. No. 70506- 297
EPA Est. No. _____

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
WARNING

Causes substantial but temporary eye injury. Harmful if absorbed through skin. Harmful if inhaled. Do not get in eyes or on clothing. Wear goggles or faceshield when handling. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. Avoid contact with skin, eyes, or clothing. Wear long-sleeved shirt and long pants, socks, shoes, and gloves. Avoid breathing dust.

ENVIRONMENTAL HAZARDS

This chemical is toxic to fish. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. Do not contaminate water when disposing of equipment washwaters. For guidance, contact your State Water Board or Regional Office of the Environmental Protection Agency.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

PESTICIDE STORAGE: Store in a cool, dry place. Protect from excessive heat. Do not store or transport near food or feed.

PESTICIDE DISPOSAL: Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER HANDLING:

Nonrefillable Container. Do not reuse or refill this container. Completely empty bag into manufacturing equipment. Offer for recycling, if available, or dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

This product is intended for further manufacturing or formulation purposes of pesticides only. All formulators are responsible for obtaining EPA registration for their formulated product. For additional information regarding the directions for use for further manufacturing into end-use pesticide products, contact United Phosphorus, Inc. at 1-800-438-6071.

Only for formulation into a fungicide for the following use (s):

SEED TREATMENTS:

Alfalfa, Beans (Snap, Cowpeas, Lentils, Soybeans), Beets (Table and Sugar), Bluegrasses, Broccoli, Brussel Sprouts, Cabbage, Cauliflower, Carrots, Cereal Grains (Barley, Oats, Rye, Wheat), Clover, Collards, Corn (Field, Sweet, and Pop), Cotton, Cucumber, Eggplant, Flax, Grasses, Kale, Lespedeza, Lettuce, Melons (Cantaloupe, Honeydew, Watermelon, Muskmelons), Mustard Greens, Okra, Onion, Peanuts, Peas (Snap), Peppers, Potatoes (Seed Piece), Radish, Rape, Rutabaga, Safflower, Sesame, Sorghum (Milo and Hulled), Spinach, Squash, Pumpkin, Sunflower, Swiss Chard, Tomato, Trefoil, and Turnips.

FOLIAR TREATMENT:

Almonds, Apples, Apricots, Blackberries, Blueberries, Cherries, Dewberries, Grapes, Nectarines, Peaches, Plums (Fresh Prunes), Raspberries, and Strawberries.

POST-HARVEST DIP:

Apples, Cherries and Pears.

PRE-PLANT ROOT DIP:

Peaches

NON-FOOD/ORNAMENTALS:

Azaleas, Begonias, Camellias, Carnations, Chrysanthemums, Conifers, Dichondra, Ginseng, Gladiolus, Grasses, Flowering Plants, and Roses.

SOIL:

Seed beds and greenhouse bench treatment.

This product may be used to formulate products for any additional use(s) not listed on the MP label if the formulator, user group, or grower has complied with US EPA submission requirements regarding the support of such use(s).

Wettable powder formulations must prohibit aerial application on their end use product labels unless packaged in water soluble packets.

**IMPORTANT INFORMATION
READ BEFORE USING PRODUCT
CONDITIONS OF SALE AND LIMITATION OF
WARRANTY AND LIABILITY**

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product reflect the opinion of experts based on field use and tests, and must be followed carefully. It is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus, Inc. or Seller. Handling, storage, and use of the product by Buyer or User are beyond the control of United Phosphorus, Inc. and Seller. To the extent with applicable law all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus, Inc. and Seller harmless for any claims relating to such factors.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, UNITED PHOSPHORUS, INC. AND SELLER MAKE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ON THIS LABEL.

To the extent consistent with applicable law, United Phosphorus, Inc. or Seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product and **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF UNITED PHOSPHORUS, INC. AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF UNITED PHOSPHORUS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

United Phosphorus, Inc. and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by the duly authorized representative of United Phosphorus, Inc.

Rev. 04/30/2015